

Return Date: April 14th 2020, 2:00pm

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

2020 MAR 14 PM 5:06

-----X
In re: Loyce Tamisi

Case No. 1-20-40388-cec
Chapter 13

Debtor(s)
-----X

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the annexed application of

Loyce Tamisi, a hearing will be held before the Hon.

Carla E. Craig, Bankruptcy Judge, to consider the motion for an Order
granting relief as follows:

MOTION TO VALUE AND DECLARE VOID A TOTALLY UNSECURED LIEN OR CLAIM OF
DLJ MORTGAGE CAPITAL INC (DLJ) UNDER §506 AND FRBP 3012 AND UNDER §522(f)

PLEASE TAKE FURTHER NOTICE that objections to the granting of the proposed order must
be served to the undersigned at least 7 days before the order is to be heard.

If there are no objections the Court may grant and sign the order without further notice.

U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF
NEW YORK
2020 MAR 17 P 3:30
RECEIVED

Date and time of hearing: April 14th 2020, 2:00pm

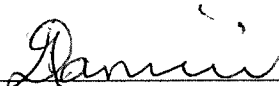
Location: U.S. Bankruptcy Court

271-C Cadman Plaza East

Brooklyn, New York 11201-1800

Courtroom # 3529, 3 **Floor**

Dated: March 14, 2020



Signature

Print name: Loyce Tamisi

Address: 1350 Pinson St

Far Rockaway, NY 11691

Phone: _____

Email: ltamisi@yahoo.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X

In re:

Case No. 1-20-40388-cec

Loyce Tamisi,

Chapter 13

Debtor.

-----X

**APPLICATION IN SUPPORT OF VALUATION OF COLLATERAL AND
DETERMINATION OF SECURED STATUS FOR DLJ MORTGAGE CAPITAL INC**

TO THE HON. Carla E. Craig , Bankruptcy Judge

I Loyce Tamisi, the debtor respectfully make this application in support of my motion for the following relief to value and declare void a totally unsecured lien or claim of DLJ Mortgage Capital Inc (DLJ) under §506 and FRBP 3012 and under §522(f) and provides the affidavit in support of this motion as follows:

1. The debtor filed a chapter 13 petition on January 22, 2020. The debtor resides at 1350 Pinson st Far Rockaway, NY 11691. The deed is recorded in Queens County borough Block 15659 lot 6 as annexed in “exhibit A” DLJ Mortgage Capital Inc (DLJ) has an assignment recorded in the Queens County ACRIS on 06/22/2007 under document number: 2007061901175001 (annexed “Exhibit F”)

2. DLJ Mortgage capital Inc (DLJ) who’s servicer is Select Portfolio Servicing Inc (SPS) has a pre-petition foreclosure Judgement Lien on the said property annexed as “exhibit B” for \$954,000. The current value of the house is \$390,000 as indicated in the attached appraisal annexed as “exhibit C”

3. On 12/10/2019 the debtor received a letter (Letter is attached as Exhibit D) that DLJ Mortgage Capital sold the loan/mortgage to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust (Wilmington Savings Fund) effective 11/15/2019. Therefore DLJ and Wilmington Savings Fund are two separate entities.

4. The debtor received a notice of sale filed in the Queens county on 12/06/2019 indicating a sale date of 11/24/2020. (“attached exhibit B”). The notice included only DLJ Mortgage Capital and no mention of Wilmington Savings Fund which was unaware of the sale.

5. Before filing this petition, the debtor faced prejudice and double liability where two parties, DLJ Mortgage Capital with a Judgement lien attached as “exhibit B” and another party, Wilmington Savings Fund Society who claimed that they bought the mortgage “exhibit D”. The foreclosure sale created a situation where both parties were making different demands on the same security instrument (mortgage and note) leaving the question of which party is entitled to enforce the debt and collect from the debtor. This situation created a prejudice against the debtor.

6. FRBP § 1322(b)(5) or b(3) provides that a debtor may “cure” a default and restore the debtor to his pre-default conditions. However, this option is no longer available with the creditor DLJ Mortgage Capital because after selling off the mortgage loan, DLJ/SPS does not have secured status or standing or the security instrument, thus their claim could be invalid and no longer enforceable and yet they tried to continue with a foreclosure sale. Furthermore, there is no law supporting that the same security (note and mortgage) securing the foreclosure judgement lien can be held and enforced by two different parties at the same time since it clouds the title. The new party is possibly Wilmington Saving Fund who indicated that they bought the note and mortgage (See Exhibit D)

7. 11 U.S.C. § 1322(b)(2) prohibits a Chapter 13 debtor from modifying the rights of the holder of a claim that is secured only by a security interest in real property that is the debtor’s principal residence. However with the underlying foreclosure Judgement lien of DLJ, there is no more security interest since the loan was sold off to another party as indicated in the letter to the debtor in “exhibit D”. This judgement lien is no longer attached to the foreclosed property because the security for the debt was eliminated when DLJ sold the mortgage making it wholly unsecured and can be avoided irrespective of its value. Without the mortgage and note, DLJ is not in any respect a “holder of claim secured by the debtor’s residence” hence the value of their claim is \$0.00 on the Chapter 13 plan attached as “Exhibit G”.

8. The debtor was engaged in a loss mitigation with DLJ annexed as “exhibit E” to cure the default from the Judgment before filing the petition. However, the creditor DLJ, engaged in dual tracking prohibited by 12 C.F.R. § 1024.41 and section 349 of New York’s General Business Law (“GBL”) for “dual tracking. Under this law, the servicer can’t start the foreclosure sale process if a borrower submits a complete loss mitigation application and the application is pending. DLJ/SPS after the sale of the loan still scheduled a sale and phone correspondence said that because they no longer own the loan, they had no legal control over the sale, yet the referee via phone correspondance maintains they are still working for DLJ/SPS.

9. For benefit of the doubt, there is a possibility that the referee was or is unaware of the transfer or sale of the mortgage loan to Wilmington Savings or that DLJ is no longer legally the holder of the loan after they sold it off to Wilmington Savings Fund. In which case, this motion

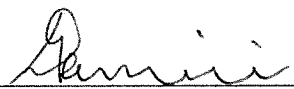
will also act to give notice of the sale and transfer of the mortgage to Wilmington Savings Fund and to clear up any confusions and perjury on the debtor.

10. DLJ/SPS made misrepresentations to the debtor in violation of New York statutory and common law. As shown in "exhibit E" p.g 2 paragraph 1, DLJ promised not to conduct any sale until it had completed consideration of the loss mitigation. However, by violating the promise, the creditor caused harm to the debtor and the debtor could no longer complete the loss mitigation measures to clear the judgement lien and was instead faced with double liability and perjury with a foreclosure sale date that DLJ did nothing about as promised. The debtor's loan was possibly eligible for the homeowner's relief as required by the 2017 Credit Suisse RMBS settlement. This relief would have enabled the debtor to satisfy the judgement lien under the mandated relief support. Instead the creditor wanted to participate in unjust enrichment by selling the mortgage loan and then collecting on the judgement at the same time.

11. The debtor intends to apply for loan modification within the bankruptcy court's loss mitigation program but faces hindrance since she is confused and unsure about the right party to initiate loss mitigation. Furthermore, the current double liability perjury makes the debtor seem to be in more debt than actuality and this threatens the debtor's eligibility and ability to create a confirmable chapter 13 plan. Having to account for two different creditors allegedly with the same mortgage and note is not feasible or possible in the plan. Valuation and avoiding the DLJ/SPS lien will save the debtor from irreparable harm and enable the debtor to create a clear and confirmable chapter 13 plan including the court's loss mitigation options.

WHEREFORE, applicant humbly requests the court to value and declare void the totally unsecured claim of DLJ Mortgage Capital Inc (DLJ) under §506 and FRBP 3012 and under §522(f) and for any such other relief this court deems just, fair and proper.

Dated: 03/14/2020



Loyce Tamisi (the debtor)

Exhibit A

“Exhibit A”

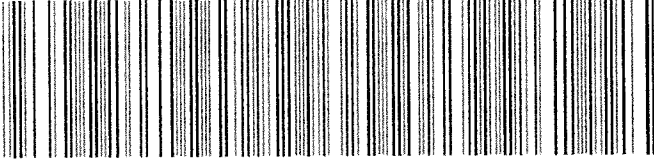


NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.	 2006090701387001001E16B5																																																
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<div style="display: flex; justify-content: space-between;"> <div> RETURN TO: AUGUSTIN FILIAUSQ 89-08 STEPHEN BLVD JAMAICA, NY 11435 </div> <div style="text-align: center;"> PROPERTY DATA <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Borough</td> <td style="width: 20%;">Block/Lot</td> <td style="width: 20%;">Unit</td> <td style="width: 40%;">Address</td> </tr> <tr> <td>QUEENS</td> <td>15059/6</td> <td>Entire Lot</td> <td>1350 PINSON STREET</td> </tr> </table> Property Type: DWELLING ONLY - 2 FAMILY </div> </div>		Borough	Block/Lot	Unit	Address	QUEENS	15059/6	Entire Lot	1350 PINSON STREET																																								
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<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> NYC HPD Affidavit in Lieu of Registration Statement </div> <div style="text-align: center;">  RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed: 09/07/2006 15:23 City Register File No: CREFN: 2006000540785  City Register Official Signature </div> </div>																																																	

Exhibit B

Exhibit BSUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

DLJ Mortgage Capital, Inc.

Plaintiff,

-against-

Loyce Tamisi, New York City Transit Adjudication
Bureau, New York City Environmental Control
Board, New York City Parking Violations Bureau,
Argent Mortgage Company, LLC, et al
Defendant(s).

Index Number: 7326/07

REDACTION COVER PAGE

CHECK ALL THAT APPLY:

<input checked="" type="checkbox"/>
<input type="checkbox"/>
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<input type="checkbox"/>

The document filed contains personal information, as defined in 22 NYCRR 202.5(e)

The document filed is REDACTED in accordance with 22 NYCRR 202.5(e)

The document filed is UN-REDACTED in accordance with 22 NYCRR 202.5(e).

(a) The document filed contains SSN (as authorized by the order specified below).

(b) The document filed contains confidential personal information as defined
under 22 NYCRR 202.5(c) (as authorized by the order specified below).

This document was previously filed REDACTED.

Date:

This document was previously filed UN-REDACTED.

Date:

The document filed seeks a remedy under 22 NYCRR 202.5(e)(2).

The document filed seeks a remedy under 22 NYCRR 202.5(e)(3).

Additional Information:

<input type="checkbox"/>
<input type="checkbox"/>
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There is a previously filed order of the Court regarding this document:

☐ yes / ☐ no

Date of order:

Date order filed:

Other identifying information for such order:

<input type="checkbox"/>
<input type="checkbox"/>

The order of the Court is being filed with the redacted / un-redacted document: ☐ yes / ☐ no

Date of order:

Other identifying information for such order:

Signature of filer:

Print Name: Ted Eric May, Esq.

Counsel appearing for DLJ Mortgage Capital, Inc., its successors and/or assigns

Filer is Unrepresented / Pro Se: ☐ yes / ☒ no
Date: January 10, 2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

DLJ Mortgage Capital, Inc.

Plaintiff(s),

-against-

Loyce Tamisi, New York City Transit Adjudication
Bureau, New York City Environmental Control Board,
New York City Parking Violations Bureau, Argent
Mortgage Company, LLC.

Defendant(s)

Notice of Sale

Index Number: 7326/07

Premises: 1350 Pinson St, Far
Rockaway, NY 11691

NOTICE OF SALE
SUPREME COURT - COUNTY OF QUEENS

COPY

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

Against

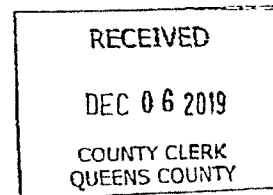
LOYCE TAMISI, ET AL.,
Defendant(s).

Pursuant to a Judgment of Foreclosure and Sale, duly entered 12/12/2018, I, the undersigned Referee, will sell at public auction in Courtroom #25 of the Queens County Supreme Court, 88-11 Sutphin Boulevard, Jamaica, NY 11435, on 1/24/2020 at 10:30am, premises known as 1350 Pinson St, Far Rockaway Queens, NY 11691, and described as follows:
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, and designated on the tax maps of the Queens County Treasurer as Block 15659 and Lot 6. The approximate amount of the current Judgment lien is \$954,000.10 plus interest and costs. The Premises will be sold subject to provisions of the aforesaid Judgment of Foreclosure and Sale; Index # 7326/2007.

Lisa Jadidian, Esq., Referee.

SHELDON MAY & ASSOCIATES Attorneys at Law, 255 Merrick Road, Rockville Centre, NY 11570

Dated: 11/27/2019 File Number: 32657 MNB



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

DLJ MORTGAGE CAPITAL, INC.,

Affidavit of Service

Plaintiff,

Index Number: 7326/07

LOYCE TAMISI, ET AL.,

Defendant(s).

State of New York, County of Nassau)

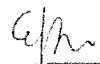
I, the undersigned, being duly sworn, states as follows: I am employed in the County of Nassau, State of New York by Sheldon May & Associates, P.C. I am over the age of 18 and not a party to the within action. My business address is 255 Merrick Road, Rockville Centre, New York 11570.

Service was made by Regular Mail on January 10, 2020. I served the following documents; Notice of Sale upon the person or parties designated below at their last known address in this action by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail Box at the Rockville Centre Post Office, at the addresses set forth below:

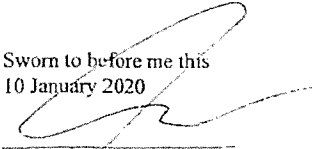
Tamisi, Loyce 1350 Pinson St, Far Rockaway, NY 11691	New York City Transit Adjudication Bureau 130 Livingstone Street Brooklyn NY 11201	New York City Environmental Control Board 100 Church Street, New York, NY 10007
New York City Parking Violation Bureau 100 Church Street New York, NY 10007		Lisa Jadidian, Referee 26-04 Jackson Ave LONG ISLAND CITY, NY 11101- 2911
Argent Mortgage Company, LLC 333 Westchester Ave, 1 st Floor White Plains, NY 10601		

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: Rockville Centre, New York
January 10, 2020


Edyta Barlik

Sworn to before me this
10 January 2020


Notary Public

TED ERIC MAY
NOTARY PUBLIC, State of New York
No. 62746037205
Qualified in Nassau County
My Commission Expires Oct 27, 2021

SUPREME COURT

STATE OF NEW YORK, COUNTY OF QUEENS Index Number 7326/07

DLJ Mortgage Capital, Inc.

Plaintiff(s),

-against-

Loyce Tamisi, New York City Transit Adjudication Bureau, New York City Environmental Control Board, New York City Parking Violations Bureau, Argent Mortgage Company, LLC,
Defendant(s).

Notice of Sale

Sheldon May & Associates, P.C.

Attorneys for Plaintiff

Office and Post Office Address

255 Merrick Road

Rockville Centre, New York 11570

Telephone Number

(516) 763 - 3200

To:

Signature pursuant to rule 130-1.1-a

Print Name: Ted Eric May, Esq.

Service of a copy of the
within is hereby admitted.

Dated:

Attorney(s) for:

PLEASE TAKE NOTICE:

☐ NOTICE OF ENTRY

that the within is a (*certified*) true copy of a
named court on .201

Duly entered in the office of the clerk of the within

☐ NOTICE OF SETTLEMENT

that an order of which the within is a true copy will be presented for settlement to the Honorable
one of the judges of the within named court, at on 201 at .M.

Dated:

Yours, etc.

Sheldon May & Associates, P.C.

255 Merrick Road

Rockville Centre, New York 11570

(516) 763 - 3200

Exhibit C

Exhibit C

Mary Soper

Small Residential Income Property Appraisal Report

File # 1527

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.																																																																																																																																																																							
Property Address		13-50 Pinson St			City		Far Rockaway		State NY Zip Code 11691																																																																																																																																																														
Borrower		Loyce Tamisi			Owner of Public Record		Loyce Tamisi			County Queens																																																																																																																																																													
Legal Description		Blk:15659 Lot:6			Assessor's Parcel #		156590006			Tax Year 2019																																																																																																																																																													
Neighborhood Name		Far Rockaway			Map Reference		Hagstrom			R.E. Taxes \$ 4,837																																																																																																																																																													
Occupant		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant			Special Assessments \$		0			<input type="checkbox"/> PUD HOA \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																																																																																													
Property Rights Appraised		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)			Assignment Type		<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe)			Market Value as of 03/03/2020																																																																																																																																																													
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Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?										<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																																																																													
Report data source(s) used, offering price(s), and date(s).										Data source is MIs.																																																																																																																																																													
I <input type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.																																																																																																																																																																							
Contract Price \$ Date of Contract Is the property seller the owner of public record? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s)																																																																																																																																																																							
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																																																							
If Yes, report the total dollar amount and describe the items to be paid.																																																																																																																																																																							
Note: Race and the racial composition of the neighborhood are not appraisal factors.																																																																																																																																																																							
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Small Residential Income Property Appraisal Report

File # 1527

IMPROVEMENTS	Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe.											
	Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.											
	Is the property subject to rent control? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe											
	The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.											

COMPARABLE RENTAL DATA	FEATURE	SUBJECT	COMPARABLE RENTAL # 1			COMPARABLE RENTAL # 2			COMPARABLE RENTAL # 3		
	Address	13-50 Pinson St Far Rockaway, NY 11691	1354 Pinson St Far Rockaway, NY 11691			1056 McBride St Far Rockaway, NY 11691			2918 Brookhaven Ave Far Rockaway, NY 11691		
	Proximity to Subject		0.01 miles E			0.24 miles SW			0.74 miles SW		
	Current Monthly Rent	\$	\$ 2,300			\$ 2,200			\$ 1,850		
	Rent/Gross Bldg. Area	\$ sq. ft.	\$ 2.30 sq.ft.			\$ 1.90 sq.ft.			\$ 1.68 sq.ft.		
	Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Data Source(s)		mls#3063179			mls#3026036			mls#3084988		
	Date of Lease(s)		1 year			1 year			1 year		
	Location	Residential	Residential			Residential			Residential		
	Actual Age	15	89			12			14		
	Condition	Poor	updated			updated			updated		
	Gross Building Area	2,210	1,000			1,160			1,100		
	Unit Breakdown	Rm Count Size Sq. Ft.	Rm Count Size Sq. Ft.	Monthly Rent	Rm Count Size Sq. Ft.	Monthly Rent	Rm Count Size Sq. Ft.	Monthly Rent	Rm Count Size Sq. Ft.	Monthly Rent	
	Unit # 1	Tot Br Ba 5 3 2.0 1,105	Tot Br Ba 7 3 2.0 1,000	\$ 2,300	Tot Br Ba 6 3 2.0 1,160	\$ 2,200	Tot Br Ba 6 3 2.0 1,100	\$ 1,850			
	Unit # 2	5 3 2.0 1,105		\$		\$		\$			
Unit # 3			\$		\$		\$				
Unit # 4			\$		\$		\$				
Utilities Included	water & sewer	water & sewer		water & sewer		water & sewer					

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) The subject's rent is market rent.

SUBJECT RENT SCHEDULE	Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.											
	Leases			Actual Rents			Opinion of Market Rent			Total Rents		
	Unit #	Begin Date	End Date	Per Unit		Total Rents	Per Unit		Total Rents			
				Unfurnished	Furnished		Unfurnished	Furnished				
	1	Owner	Owner	\$	\$	\$ 0	\$	\$	\$ 1,850			
	2	Owner	Owner			0						
	3											
	4											
	Comment on lease data			Total Actual Monthly Rent			\$	Total Gross Monthly Rent			\$ 1,850	
				Other Monthly Income (itemize)			\$ 0	Other Monthly Income (itemize)			\$ 0	
			Total Actual Monthly Income			\$	Total Estimated Monthly Income			\$ 1,850		
Utilities included in estimated rents <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Trash collection <input type="checkbox"/> Cable <input type="checkbox"/> Other												
Comments on actual or estimated rents and other monthly income (including personal property) The subject's rent is market rent.												

PRIOR SALE HISTORY	I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain				
	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
	Data Source(s) GEO DATA				
	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.				
	Data Source(s) GEO DATA				
	Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
	ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
	Date of Prior Sale/Transfer				
	Price of Prior Sale/Transfer				
	Data Source(s)	GEO DATA	GEO DATA	GEO DATA	GEO DATA
	Effective Date of Data Source(s)	03/03/2020	03/03/2020	03/03/2020	03/03/2020
	Analysis of prior sale or transfer history of the subject property and comparable sales none noted				

Small Residential Income Property Appraisal Report

File # 1527

There are n/a comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ n/a to \$ n/a		There are n/a comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ n/a to \$ n/a	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address	13-50 Pinson St Far Rockaway, NY 11691	2335 Enright Rd Far Rockaway, NY 11691	2934 Gerson Ct Far Rockaway, NY 11691
Proximity to Subject		0.25 miles NW	0.76 miles SW
Sale Price	\$	\$ 320,000	\$ 520,000
Sale Price/Gross Bldg. Area	\$ sq.ft.	\$ 172.97 sq.ft.	\$ 238.10 sq.ft.
Gross Monthly Rent	\$ 1,850	\$ 1,800	\$ 2,150
Gross Rent Multiplier		177.78	241.86
Price per Unit	\$	\$ 160,000	\$ 260,000
Price per Room	\$	\$ 35,556	\$ 43,333
Price per Bedroom	\$	\$ 80,000	\$ 86,667
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Data Source(s)		mls#3151927	mls#3110233
Verification Source(s)		ASSESSMENT RECORD	ASSESSMENT RECORD
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) Adjustment	DESCRIPTION +(-) Adjustment
Sale or Financing		Conv	Conv
Concessions		none	none
Date of Sale/Time		01/22/2020	06/28/2019
Location	Residential	Residential	Residential
Leasehold/Fee Simple	Fee Simple	FEE SIMPLE	FEE SIMPLE
Site	2,625 sf	5000 sf	3006 sf
View	Residential	Residential	Residential
Design (Style)	Col/sd/avg	Col/det/avg	Col/sd/avg
Quality of Construction	Average	Average	Average
Actual Age	14	100	18
Condition	Poor	As is	Updated
Gross Building Area	2,210	1,850	2,184
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Unit # 1	5 3 2.0	3 1 1.0	6 3 2.0
Unit # 2	5 3 2.0	6 3 1.1	6 3 2.0
Unit # 3			
Unit # 4			
Basement Description	1,105 Sq.Ft.	Full Bsmt	Full Bsmt
Basement Finished Rooms	unfin	unfin	.5 bath
Functional Utility	Repairs	Repairs	average
Heating/Cooling	ghw/none	ghw/none	ghw/none
Energy Efficient Items	NONE NOTED	NONE NOTED	NONE NOTED
Parking On/Off Site	None	1 car	None
Porch/Patio/Deck	none	none	none
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 45,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -130,000
Adjusted Sale Price of Comparables		Net Adj. 14.1 % Gross Adj. 35.9 % \$ 365,000	Net Adj. 25.0 % Gross Adj. 25.8 % \$ 390,000
Adjusted Price Per Unit (Adj. SP Comp / # of Comp Units)	\$	\$ 182,500	\$ 195,000
Adjusted Price Per Room (Adj. SP Comp / # of Comp Rooms)	\$	\$ 40,556	\$ 32,500
Adjusted Price Per Bedroom (Adj. SP Comp / # of Comp Bedrooms)	\$	\$ 91,250	\$ 65,000
Value per Unit	\$ 194,833 X 2	Units = \$ 389,666	Value per GBA \$ 239 X
Value per Rm.	\$ 36,852 X 10	Rooms = \$ 368,520	Value per Bdrms. X 6
Indicated Value by Sales Comparison Approach \$ 390,000		Indicated value by the Income Approach \$ 401,450	
Total gross monthly rent \$ 1,850 X gross rent multiplier (GRM) 217 = \$ 401,450		Indicated value by the Income Approach	
Comments on income approach including reconciliation of the GRM		THE GRM IS 216. The comps rents were estimated.	
Indicated Value by: Sales Comparison Approach \$ 390,000		Income Approach \$ 401,450	
Indicated Value by: Cost Approach (if developed) \$ 397,988			
THE MARKET DATA APPROACH IS DEEMED THE MOST RELIABLE INDICATOR OF VALUE. THE INCOME APPROACH AND THE COST APPROACH SUPPORT FINAL VALUE.			
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: ALL NORMAL LIMITING CONDITIONS APPLY.			
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 390,000, as of 03/03/2020, which is the date of inspection and the effective date of this appraisal.			

Small Residential Income Property Appraisal Report File # 1527

This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Small Residential Income Property Appraisal Report

File # 1527

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Small Residential Income Property Appraisal Report

File # 1527

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Mary Soper
 Name MARY SOPER
 Company Name MARY SOPER APPRAISALS
 Company Address Ocean Avenue, Bayport, NY 11705
 Telephone Number 631-419-6181
 Email Address MSAPPRAISALS1@OPTONLINE.NET
 Date of Signature and Report 03/09/2020
 Effective Date of Appraisal 03/03/2020
 State Certification # 45000041757
 or State License # _____
 or Other (describe) _____ State # _____
 State NY
 Expiration Date of Certification or License 06/08/2021

ADDRESS OF PROPERTY APPRAISED

13-50 Pinson St
Far Rockaway, NY 11691

APPRAISED VALUE OF SUBJECT PROPERTY \$ 390,000

LENDER/CLIENT

Name _____
 Company Name N/A
 Company Address _____
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Exhibit D

“Exhibit D”

000111-000002-000002-000222 2033095 4595LT01_1



Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust

12/10/2019

LOYCE LAMISI
1350 PINSON ST
FAR ROCKAWAY, NY 11691

Re: Account Number: 3005
Mortgagor(s): LOYCE LAMISI
Property: 1350 PINSON ST
FAR ROCKAWAY, NY 11691

NOTIFICATION OF ASSIGNMENT, SALE OR TRANSFER OF YOUR MORTGAGE LOAN

The ownership of your mortgage loan has been acquired by Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust. This transfer was effective 11/15/2019.

The assignment, sale or transfer of the mortgage loan does not affect any term or condition of the Mortgage, Deed of Trust, Note or any subsequent modification of your original loan terms. The transfer of ownership of your mortgage loan to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust has not been publicly recorded.

Select Portfolio Servicing, Inc. is the servicer of your loan until 12/10/2019. After this date, your new loan servicer will be **Selene Finance LP**. You may contact Selene Finance LP by calling (877) 768-3759 or written correspondence should be sent to Selene Finance LP, Attention Customer Service Department, P. O. Box 421517, Houston, TX 77242-4239. We also encourage you to visit Selene's website at www.selenefinance.com for additional helpful information.

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust does not service your loan. It is important that your monthly payments be sent directly to your servicer and NOT to **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust**. All correspondence and inquiries concerning your mortgage loan should be addressed to your servicer. The servicer has authority to act on our behalf with regard to the administration of your mortgage loan and respond to any questions about your mortgage loan.

In the unlikely event you find it necessary to contact **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust**, you may write us at the address listed below or you may telephone us at 612-376-1580.

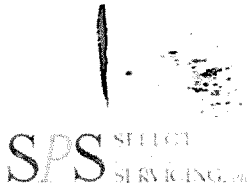
Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust
500 Delaware Ave, 11th Floor
Wilmington, DE 19801

Please send all payments to your appropriate servicer. Payments received by **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust** may be returned OR forwarded to the appropriate servicer and this may result in late charges and your account becoming past due. **Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust** is not responsible for late charges or other consequences of misdirected payments.

Partial Payment Policy - Your lender may hold partial payments in a separate account until you pay the remainder of the payment, and then apply the full payment to your loan. If this loan is sold, your new lender may have a different policy.

Exhibit E

“Exhibit E”



December 2, 2019



LOYCE TAMISI
1350 PINSON ST
FAR ROCKAWAY, NY 11691-0125

Account Number: [REDACTED] 7449
Property Address: 1350 PINSON ST
FAR ROCKAWAY, NY 11691

Dear LOYCE TAMISI:

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, received a complete Assistance Review Application on 11/26/2019; however, after additional review, additional offer documentation (for example, HUD-1/Closing Disclosure, Real Estate Purchase Contract, etc.) is needed to complete our evaluation of the short sale offer that was submitted for approval. Please reference the previous letter sent to you detailing the offer documentation still needed. We must receive this documentation within the next thirty (30) days. Once we receive the additional documentation to complete your application we expect to complete our evaluation within thirty (30) days of the date we received the additional information.

All options are offered at no cost to our customers. If your property secures other liens, you should consider contacting the servicer(s) of those liens to discuss available loss mitigation options.

If there is any bankruptcy proceeding pending that includes the subject property, then you may need to obtain Bankruptcy Court approval prior to any refinance or sale of the property. Similarly, you may need Bankruptcy Court approval of any permanent modification of the account.

Once we receive the additional required short sale offer documentation, we will evaluate your Assistance Review Application for all available loss mitigation options for which you are eligible. Once SPS receives the additional information, the evaluation process will resume and a final decision will be sent to you within thirty (30) days of receiving the additional information. However, we cannot complete the evaluation and send you the decision until we receive all required offer documentation.

Once you have received and submitted an offer, we may require additional documentation regarding the submitted offer to approve the short sale on the property. If additional documentation is required for the short sale offer review, you will be notified in writing and given a reasonable opportunity to submit the documentation. You can find information about the status of your evaluation at www.spservicing.com.

Foreclosure protections could end if we do not receive the additional information as requested.

Important Information about Foreclosure Proceedings

Do not ignore any legal notices about your home. We may be able to postpone foreclosure proceedings; however, foreclosure postponement is not guaranteed and you will need to respond to all notices to protect your legal rights.



10216147000027010200

You are entitled to certain foreclosure protections because we have received a complete Assistance Review Application. We will not commence or initiate the foreclosure process prior to evaluating your complete Assistance Review Application. If we have already initiated the foreclosure process, we will not conduct a foreclosure sale prior to evaluating your complete Assistance Review Application. If a foreclosure sale has already been scheduled, we will instruct our attorneys to file a motion to postpone such sale. However, it is possible that a court will deny the motion and the sale will proceed. If that happens, we will be unable to provide loss mitigation.

You may be entitled to additional protections under State or Federal law.

If you have any questions about the collection or foreclosure process, please call us. If you do not understand the legal consequences of foreclosure, we encourage you to contact an attorney or a HUD-approved housing counselor for assistance. You may call 800-569-4287 or TDD 800-877-8339 for the housing counseling agency nearest you, or go to their website at: <http://www.hud.gov/offices/hsg/sfh/hcc/hcs>. You may also be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure avoidance agency, which you may reach at 888-995-HOPE (4673).

SPS is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardships. These options are offered at no cost to our customers and may include structured repayment plans, modifications, or account settlement alternatives, such as a short sale, or deeds-in-lieu of foreclosure. Please call us at 888-818-6032 if you would like to discuss other loss mitigation options.

Notice of Error or Information Request

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277

Servicemembers Civil Relief Act (SCRA)

SPS is committed to home ownership assistance for active servicemembers and veterans of the United States military. You may be entitled to certain protections under the federal Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq.) regarding your interest rate and the risk of foreclosure if you are a servicemember or a dependent of a servicemember. Counseling for covered servicemembers is available at agencies such as Military OneSource (800-342-9647 or www.militaryonesource.mil) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>). Note: your state may have more expansive eligibility criteria than below. Please contact us as soon as possible if you have any questions or believe you may be eligible.

Eligible service may include, but is not limited to:

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard), or
- Reserve and National Guard personnel who have been activated and are on Federal active duty, or
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds, or
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration, or
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

Please send written notice of military service as soon as possible to:

Select Portfolio Servicing, Inc.
PO Box 65250 Salt Lake City, UT 84165-0250

If you have questions regarding eligibility and application requirements, please call us at 800-258-8602.

Contact Us

Exhibit F

“Exhibit F”

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.	 2007061901175001001E2EDC
RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 3	
Document ID: 2007061901175001 Document Date: 08-17-2006 Preparation Date: 06-19-2007 Document Type: ASSIGNMENT, MORTGAGE Document Page Count: 2	
PRESENTER: THRESHOLD LAND, INC., 584 MAIN STREET SUITE 2 ISLIP, NY 11751 631-224-1345 TRICIAMILLER@THRESHOLDLAND.COM	RETURN TO: THRESHOLD LAND, INC., 584 MAIN STREET SUITE 2 ISLIP, NY 11751 631-224-1345 TRICIAMILLER@THRESHOLDLAND.COM
PROPERTY DATA	
Borough QUEENS Block Lot 15659 6 Entire Lot	Unit Address 13-50 PINSON STREET Property Type: 1- 2 FAM WITH ATTCH GAR/OR VACANT LAND
CROSS REFERENCE DATA	
CRFN: 2006000540786	
PARTIES	
ASSIGNOR/OLD LENDER: ARGENT MORTGAGE COMPANY, LLC ONE CITY BLVD WEST ORANGE, CA 92868	ASSIGNEE/NEW LENDER: DLJ MORTGAGE CAPITAL, INC. 3815 SOUTHWEST TEMPLE SALT LAKE CITY, UT 84115
FEES AND TAXES	
Mortgage Mortgage Amount: \$ 0.00 Taxable Mortgage Amount: \$ 0.00 Exemption: \$ TAXES: County (Basic): \$ 0.00 City (Additional): \$ 0.00 Spec (Additional): \$ 0.00 TASF: \$ 0.00 MTA: \$ 0.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 0.00 Recording Fee: \$ 47.00 Affidavit Fee: \$ 0.00	Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00 <div style="text-align: center;"> RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 06-22-2007 17:30 City Register File No. (CRFN): 2007000325199 </div> <div style="text-align: center;">   City Register Official Signature </div>

Exhibit G

Exhibit G

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORKCLERK
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF
NEW YORK

IN RE:

Loyce Tamisi

2020 FEB 25 P 1:32

CHAPTER 13

CASE NO.: 1-20-40388-cec

RECEIVED

DEBTOR(S).

CHAPTER 13 PLAN

- ☒ Check this box if this is an amended plan. List below the sections of the plan which have been changed:

Section 1.1c, part 2.2, part 5, Part 9 (9.1)

PART 1: NOTICES

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstance or that it is permissible in your judicial district. Plans that do not comply with the local rules for the Eastern District of New York may not be confirmable. If you do not have an attorney, you may wish to consult one.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

1.1: The following matters may be of particular importance. *Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both or neither boxes are checked, the provision will be ineffective if set out later in the plan.*

a.	A limit on the amount of a secured claim, set out in Section 3.4, which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
b.	Avoidance of a judicial lien or nonpossessory, non-purchase-money security interest, set out in Section 3.6	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
c.	Nonstandard provisions, set out in Part 9	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

1.2: The following matters are for informational purposes.

a.	The debtor(s) is seeking to modify a mortgage secured by the debtor(s)'s principal residence, set out in Section 3.3	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
b.	Unsecured Creditors, set out in Part 5, will receive 100% distribution of their timely filed claim	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

PART 2: PLAN PAYMENTS AND LENGTH OF PLAN

2.1: The post-petition earnings of the debtor(s) are submitted to the supervision and control of the Trustee and the Debtor(s) shall pay to the Trustee for a period of months as follows:

\$ 1600 per month commencing 02/24/2020 through and including 02/24/2023 for a period of 36 months; and

\$ _____ per month commencing _____ through and including _____ for a period of _____ months.

☐ Continued on attached separate page(s).

2.2: Income tax refunds.

If general unsecured creditors are paid less than 100%, as provided in Part 5 of this plan, then during the pendency of this case, the Debtor(s) will provide the Trustee with signed copies of filed federal and state tax returns for each year commencing with the tax year 2019, no later than April 15th of the year following the tax period. **In addition to the regular monthly plan payments**, indicated tax refunds are to be paid in full to the Trustee upon receipt, however, no later than June 15th of the year in which the tax returns are filed.

2.3: Additional payments.

Check one.

- ☒ **None.** *If "None" is checked, the rest of §2.3 need not be completed.*
- ☐ Debtor(s) will make additional payment(s) to the Trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment.

PART 3: TREATMENT OF SECURED CLAIMS**3.1: Maintenance of payments (including the debtor(s)'s principal residence).**

Check one.

- ☒ **None.** *If "None" is checked, the rest of §3.1 need not be completed.*
- ☐ Debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed directly by the debtor(s).

Name of Creditor	Last 4 Digits of Account Number	Principal Residence (check box)	Description of Collateral	Current Installment Payment (including escrow)
		<input type="checkbox"/>		
		<input type="checkbox"/>		

☐ Continued on attached separate page(s).

3.2: Cure of default (including the debtor(s)'s principal residence).

Check one.

- ☐ **None.** If "None" is checked, the rest of §3.2 need not be completed.
- ☒ Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated below. Unless otherwise ordered by the court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) control over any contrary amounts listed below. In the absence of a contrary timely filed proof of claim, the amounts listed below are controlling.

Name of Creditor	Last 4 Digits of Acct No.	Principal Residence (check box)	Description of Collateral	Amount of Arrearage	Interest Rate (if any)
		<input type="checkbox"/>			
DLJ Mortgage Capital Inc / SPS	7449	<input checked="" type="checkbox"/>	1350 Pinson St Far Rockaway, NY 11691	0.00	0

☐ Continued on attached separate page(s).

3.3: Modification of a mortgage secured by real property of the debtor(s).

Check one.

- ☒ The debtor(s) is not seeking to modify a mortgage secured by a property of the debtor(s).
- ☐ The debtor(s) is seeking to modify a mortgage secured by the debtor(s)'s principal residence and shall serve and file a Loss Mitigation Request under the Court's Loss Mitigation Program pursuant to General Order #676. Complete the paragraph below.

The mortgage due to _____ (creditor name) on the property known as _____ (property address) under account number ending x _____ (last four digits of account number) is in default. All arrears, including all past due payments, late charges, escrow deficiency, legal fees and other expenses due to the mortgagee totaling \$ _____ (total amount of arrearage), may be capitalized pursuant to a loan modification. The new principal balance, including capitalized arrears will be \$ _____ (current total balance), and will be paid at _____% interest amortized over _____ years with an estimated monthly payment of \$ _____ (total proposed monthly modified payment) including interest and escrow of \$ _____ (escrow portion of monthly payment). The estimated monthly payment, including proposed principal, interest, and escrow, shall be paid directly to the trustee while loss mitigation is pending and until such time as the debtor(s) has commenced payment under a trial loan modification. Contemporaneous with the commencement of a trial loan modification, the debtor(s) will amend the Chapter 13 Plan and Schedule J to reflect the terms of the trial agreement, including the direct payment to the secured creditor going forward by the debtor(s).

☐ Continued on attached separate page(s).

- ☐ The debtor(s) is seeking to modify a mortgage outside of the Court's Loss Mitigation Program and shall file a status letter on loss mitigation efforts seven (7) days prior to each scheduled Hearing on Confirmation. Complete the paragraph above.
- ☐ The debtor(s) has been offered and accepted a trial loan modification. Complete the paragraph below.

The mortgage due to _____ (creditor name) on the property known as _____ (property address) under account number ending x _____ (last four digits of account number) is in default as of this date. The Debtor(s) has accepted a trial loan modification. Monthly payments under the trial period plan, in the amount stated in Section 3.1 above, shall be paid directly to the secured creditor commencing on _____, _____.

and shall continue until a permanent modification agreement is authorized by the Court. Upon such Court authorization, except as otherwise expressly provided by Court Order, the Trustee is directed to cease any further disbursements on account of arrearage due on the claim of _____. The proof of claim affected by this paragraph is reflected on the Court's Claims Register as Claim #____, originally filed for the benefit of _____ on _____, _____ in the total amount of \$_____. After Court authorization of the permanent modification agreement, if all other requirements for confirmation are satisfied, this plan may be confirmed without further amendment incorporating the order only if this plan is timely served upon the secured creditor on the address for notices indicated on the proof of claim.

☐ Continued on attached separate page(s).

3.4: Request for valuation of security, payment of fully secured claims, and modification of under-secured claims.

Check one.

☐ **None.** *If "None" is checked, the rest of §3.4 need not be completed.*

The remainder of this paragraph is only effective if the applicable box in Part 1 of this plan is checked.

- ☒ The debtor(s) shall file a motion to determine the value of the secured claims listed below. Such claim shall be paid pursuant to order of the court upon determination of such motion. This paragraph shall not modify liens underlying any secured claims under non-bankruptcy law absent an order determining such motion, and until either completion of payments under the plan or entry of discharge of the debtor(s), as determined by the Court.

Name of Creditor	Last 4 Digits of Acct No.	Description of Collateral	Value of Collateral	Total Amount of Claim	Estimated Amount of Creditor's Secured Claim	Estimated Amount of Creditor's Unsecured Claim
DLJ Mortgage Capital Inc / SPS	7449	1350 Pinson St Far Rockaway, NY 11691	380,000.00	0.00	0.00	0.00

☐ Continued on attached separate page(s).

3.5: Secured claims on personal property excluded from 11 U.S.C. §506.

Check one.

☒ **None.** *If "None" is checked, the rest of §3.5 need not be completed.*

☐ The claims listed below were either:

- ☐ Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s); or
- ☐ incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid pursuant to §3.1 and/or §3.2. (The claims must be referenced in those sections as well.) Unless otherwise ordered by the court, the claim amount stated on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) controls over any contrary amount listed below. In the absence of a contrary timely filed proof of claim, the amounts stated below are controlling.

Name of Creditor	Last 4 Digits of Acct No.	Collateral	Amount of Claim	Interest Rate
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☐ Continued on attached separate page(s).

3.6 : Lien avoidance.

Check one.

☒ **None.** If "None" is checked, the rest of §3.6 need not be completed.

The remainder of this paragraph is only effective if the applicable box in Part 1 of this plan is checked.

☐ The debtor(s) shall file a motion to avoid the following judicial liens or nonpossessory, non-purchase money security interests as the claims listed below impair exemptions to which the debtor(s) are entitled under 11 U.S.C. §522(b) or applicable state law. See 11 U.S.C. §522(f) and Bankruptcy Rule 4003(d). Such claim shall be paid pursuant to order of the court upon determination of such motion.

Name of Creditor	Attorney for Creditor	Lien Identification	Description of Collateral	Estimated Amount of Secured Claim	Interest Rate on Secured Portion, if any	Estimated Amount of Unsecured Claim
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☐ Continued on attached separate page(s).

3.7 : Surrender of collateral.

Check one.

☒ **None.** If "None" is checked, the rest of §3.7 need not be completed.

☐ The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. §362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. §1301 be terminated. Any timely filed allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of Creditor	Last 4 Digits of Acct No.	Description of Collateral
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PART 4: TREATMENT OF FEES AND PRIORITY CLAIMS**4.1: General.**

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in §4.5, will be paid in full without post-petition interest.

4.2: Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case.

4.3: Attorney's fees.

The balance of the fees owed to the attorney for the debtor(s) is \$_____.

4.4: Priority claims other than attorney's fees and those treated in §4.5.

Check One.

- ☐ **None.** *If "None" is checked, the rest of §4.4 need not be completed.*
- ☒ The debtor(s) intend to pay the following priority claims through the plan:

Name of Creditor	Estimated Claim Amount
NYS Dept of Taxation & Finance	18,000

☐ Continued on attached separate page(s).

4.5: Domestic support obligations.

Check One.

- ☒ **None.** *If "None" is checked, the rest of §4.5 need not be completed.*
- ☐ The debtor(s) has a domestic support obligation and is current with this obligation. *Complete table below; do not fill in arrears amount.*
- ☐ The debtor(s) has a domestic support obligation that is not current and will be paying arrears through the Plan. *Complete table below.*

Name of Recipient	Date of Order	Name of Court	Monthly DSO Payment	Amount of Arrears to be Paid through Plan, If Any
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PART 5: TREATMENT OF NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims will be paid pro rata:

- ☐ Not less than the sum of \$_____.
- ☒ Not less than 30 % of the total amount of these claims.
- ☒ From the funds remaining after disbursement have been made to all other creditors provided for in this plan.

If more than one option is checked, the option providing the largest payment will be effective.

PART 6: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 : The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

- ☐ **None.** *If "None" is checked, the rest of §6.1 need not be completed.*
- ☒ **Assumed items.** Current installment payments will be paid directly by the debtor(s) as specified below, subject to any contrary court order or rule. Arrearage payments will be disbursed by the trustee.

Name of Creditor	Description of Leased Property or Executory Contract	Current Installment Payment by Debtor	Amount of Arrearage to be Paid by Trustee
Verizon Fios	Home Phone, Internet Service	88.00	0.00
Tmobile	Cellphone Plan and phone Contract	135.00	0.00

PART 7: VESTING OF PROPERTY OF THE ESTATE

Unless otherwise provided in the Order of Confirmation, property of the estate will vest in the debtor(s) upon completion of the plan.

PART 8: POST-PETITION OBLIGATIONS

8.1 : Post-petition mortgage payments, vehicle payments, real estate taxes, and domestic support obligations are to be made directly by the debtor(s) unless otherwise provided for in the plan.

8.2 : Throughout the term of this Plan, the debtor(s) will not incur post-petition debt over \$2,500.00 without written consent of the Trustee or by order of the Court.

PART 9: NONSTANDARD PLAN PROVISIONS**9.1: Check "None" or list nonstandard plan provisions.**

☐ **None.** If "None" is checked, the rest of §9.1 need not be completed.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the form plan or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "included" in §1.1(c).

1. All secured claims will be disputed because they are not enforceable and could be disallowed.
2. Unsecured claim of Selene will be disputed because it is not enforceable or valid at time of filing for bankruptcy.
3. A proof of claim filed by SRP 2012-4, LLC will be disputed; it is not enforceable and will be disallowed hence \$0 payments.
4. Once true secure claims are established/allowed, debtor will better decide a solution through the plan or outside the plan

PART 10: CERTIFICATION AND SIGNATURE(S):

10.1: I/we do hereby certify that this plan does not contain any nonstandard provisions other than those set out in the final paragraph.



Signature of Debtor 1

Dated: 02/21/20_____
Signature of Debtor 2

Dated: _____

Signature of Attorney for Debtor(s)

Dated: _____

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re: Loyce Tamisi

Case No. 1-20-40388-cec
Chapter 13

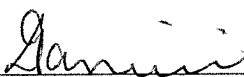
Debtor(s)
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CERTIFICATE OF SERVICE

The undersigned certifies that on March 14th 2020, a copy of the annexed Motion was served by depositing same, enclosed in a properly addressed postage-paid envelope, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York, upon ***[below specify the name and mailing address of each party served]:***

- Trustee Michael J. Macco 2950 Express Drive South Suite 109 Islandia, NY 11749
- Office of the United States Trustee Eastern District of NY (Brooklyn Office) U.S. Federal Office Building 201 Varick St, Suite 1006 New York, NY 10014
- DLJ Mortgage Capital Inc/ GIFM Holdings Trust 11 Madison Avenue 3rd Floor New York NY 10010
- Select Portfolio Servicing Inc/SPS PO Box 65450 Salt Lake City UT 84165-0450
- Sheldon May & Associates Attorneys at Law 255 Merrick Rd Rockville Center NY 11570

Dated: March 14, 2020



Signature